

Exhibit 27

RICK D. NYDEGGER
BRENT P. LORIMER
THOMAS R. VUKSINICK
LARRY R. LAYCOCK
JONATHAN W. RICHARDS
DAVID R. WRIGHT
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ROBYN L. PHILLIPS
RICHARD C. GILMORE *
STERLING A. BRENNAN
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DAVID R. TODD
DAVID B. DELLENBACH
L. DAVID GRIFFIN
ADRIAN J. LEE
FRASER D. ROY
CARL T. REED
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L. REX SEARS, PH.D.

WORKMAN | NYDEGGER

INTELLECTUAL PROPERTY ATTORNEYS

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January 8, 2008

Michael B. Fisco, Esq.
Abby E. Wilkinson, Esq.
FAEGRE & BENSON LLP
90 South Seventh Street
Suite 2200
Minneapolis, Minnesota 55402-3901

Via E-Mail
And First-Class Mail

Re: *Finisar Corporation v. U.S. Bank Trust National Association*
S.C.C.S.C. Case No. 2007-107CV081092
N.D. Cal. Case No. 5:07-CV-04052-JF(PVT)



Dear Michael and Abby:

We and our firm's client, Finisar Corporation ("Finisar"), are in receipt of U.S. Bank's "Invoice For Services" dated December 14, 2007, as well as various invoices to U.S. Bank from your firm and Morrison & Foerster LLP. Those invoices raise a number of questions. Prompt and complete answers to our questions will assist Finisar in evaluating U.S. Bank's request for payment.

First, U.S. Bank's December 14 invoice references "Extraordinary Fees (61.40 hours @ \$375.00 per hour)" in the sum of \$23,025.00. What are these "extraordinary fees"? Who performed the 61.40 hours of work? What work, in particular, was performed? What is the basis for seeking \$375 per hour for such work?

Second, none of your firm's or Morrison & Foerster's invoices provides any description whatsoever of the tasks by attorneys or legal assistants, for which U.S. Bank claims the right to reimbursement in the sum of \$291,338.83. Instead, each of the task descriptions has been redacted in their entirety. Although some courts have recognized a limited right to redact small portions of attorney's fee statements to protect truly privileged information, we are not aware of authority that would support wholesale redaction, as has been done by U.S. Bank in this instance. Indeed, such redaction prevents Finisar—as it would a reviewing court—from making any meaningful assessment as to whether the tasks performed are (i) an appropriate basis for the claimed fees or (ii) within the scope of the provision that U.S. Bank has pointed us to (namely, Section 7.06 of the subject Indenture Agreements) as support for its claimed fee payment request. Given that Finisar cannot make any determination as to the bases for the attorney's fees claimed, we ask that you provide to us the same invoices, but this time redacted only insofar as absolutely necessary to protect specific privileged matters.

ROBERT E. AYCOCK
JENS C. JENKINS
MICHAEL B. DODD
BRETT I. JOHNSON
SARA D. JONES
TIGE KELLER
JANNA J. LEWIS
J. LAVAR OLDHAM
MICHAEL J. FRODSHAM
WESLEY C. ROSANDER
RYAN N. FARR
WILLIAM R. RICHTER
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HEATHER MANWARING
JOHN C. BACCOCH

VERNON R. RICE §
OF COUNSEL

Michael B. Fisco, Esq.
Abby E. Wilkinson, Esq.
January 8, 2008
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Thank you in advance for your anticipated cooperation with respect to the foregoing. Please let me know if you have any questions.

Very truly yours,

WORKMAN | NYDEGGER

A handwritten signature in black ink, appearing to read "Sterling A. Brennan", with a stylized, looping flourish.

Sterling A. Brennan

c: L. Rex Sears, Esq.